

Mark A. Serlin, CSBN: 122155
SERLIN & WHITEFORD, LLP
700 E Street
Sacramento, CA 95814
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Attorneys for Creditor
AG-SEEDS UNLIMITED

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF CALIFORNIA
(SACRAMENTO DIVISION)

In re:	)	CASE NO. 15-29136
	)	Chapter 12
P&M SAMRA LAND)	
INVESTMENTS, LLC,	)	DCN: MAS-10
)	
Debtor.	)	EXHIBITS TO DECLARATION OF
	)	MARK A. SERLIN IN SUPPORT OF
	)	MOTION TO DISMISS CASE BASED ON
	)	DEFAULT UNDER CONFIRMED PLAN
)	
	)	Date: February 5, 2018
	)	Time: 10:00 a.m.
	)	Dept: A

SETTLEMENT AGREEMENT AND STIPULATION FOR PLAN TREATMENT

This settlement agreement and stipulation for plan treatment ("Agreement") is made with respect to any and all claims existing between P&M Samra Land Investments, LLC ("Debtor"), the debtor and debtor-in-possession in the bankruptcy case *In re P&M Samra Land Investments, LLC* No. 15-29136 ("Bankruptcy Case"), and Ag-Seeds Unlimited ("Creditor").

Debtor and Creditor agree to settle claims as follows:

1. Allowed Claim. Creditor shall be deemed to have an allowed proof of claim in the Bankruptcy Case in the amount of \$170,000.00 ("Allowed Claim").
2. Stipulation for Judgment. Creditor, Debtor, and Debtor's principals/affiliates shall execute and deliver a stipulation for entry of judgment ("Stipulation") in the form attached hereto as Exhibit A and incorporated herein by this reference. Payments shall be made on the dates and in the amounts set forth in the attached Stipulation.
3. Disposition of Motions in Bankruptcy Case. Upon receipt of this Agreement signed by Debtors and its counsel and the fully executed stipulation for entry of judgment called for by Section 2 above, Creditor shall drop/dismiss (a) its motions for contempt, (b) its opposition to confirmation of Debtor's Chapter 12 Plan, and (b) its motion for conversion for Chapter 7 in the Bankruptcy Case.
4. Bankruptcy Court Approval. This agreement shall be subject to Bankruptcy Court approval pursuant to Bankruptcy Rules 4001 and 9019. Debtor shall promptly seek such approval upon appropriate notice to creditors and parties in interest in the Bankruptcy Case.
5. Entire Agreement. This Agreement constitutes the entire agreement between the parties, all oral agreements being merged herein, and supersedes all prior representations. There are no representations, agreements, arrangements, or understandings, oral or written, between or among the parties relating to the subject matter of this Agreement that are not fully expressed herein.
6. Amendment. The provisions of this Agreement may be modified at any time by agreement of the parties. Any such agreement hereafter made shall be ineffective to modify this Agreement in any respect unless in writing and signed by the parties against whom enforcement of the modification or discharge is sought.
7. Waiver. Any of the terms or conditions of this Agreement may be waived at any time by the party entitled to the benefit thereof, but no such waiver shall be valid unless in writing and signed by the party who is waiving such terms or provisions and no waiver shall affect or impair the right of the waiving party to require observance, performance or satisfaction either of that term or condition as it applies on a subsequent occasion or of any other term or condition.

8. Succession. Subject to the provisions otherwise contained in this Agreement, this Agreement shall inure to the benefit of and be binding on the heirs, successors and assigns of the respective parties hereto.

9. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement which can be given effect without the invalid provision shall continue in full force and effect and shall in no way be impaired or invalidated.

10. California Law. This Agreement shall in all respects be interpreted, enforced and governed under the laws of the State of California.

11. Captions, Headings. Captions and headings used herein are for convenience only and shall have no effect on the terms and provisions of this Agreement.

12. Counterparts. This Agreement may be executed in separate counterparts, by facsimile or email if convenient, each of which shall be deemed an original but which together shall be construed as one and the same document for all purposes. Furthermore, any fax or email signature hereon shall be deemed an original signature for all purposes.

13. No Drafting Presumption. This Agreement was jointly negotiated and prepared and there shall be no presumptions based on drafting in the event of any dispute arising from or out of the terms of this Agreement.

14. Time of Essence. Time is of the essence with respect to each and every provision of this Agreement.

15. Survival of Covenants. The representations, warranties, and covenants of the parties hereto contained herein shall survive the consummation of the transactions contemplated hereby.

16. Power to Bind. Each person signing this Agreement on behalf of another represents and warrants that he has the requisite power and authority to bind such person to the terms and provisions of this Agreement.

17. No Third Party Beneficiaries. Except as expressly set forth herein, this Agreement is for the benefit solely of the parties hereto and there are no third party beneficiaries whatsoever, and nothing in this Agreement shall be construed as a waiver, release, or admission by or against any party not a party to this Agreement.

DATED: November 25, 2016

P&M SAMRA LAND INVESTMENTS, LLC

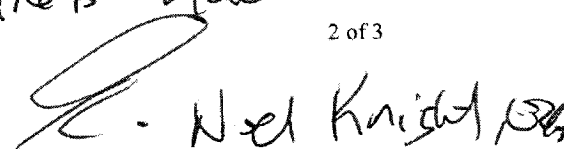
By: 

Title: Fran M. Samra

SETTLEMENT AGREEMENT

2 of 3

X I hereby confirm all signatures have authority from Marj H Samra



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Sacramento

On Nov. 28 2016 before me, Jose Santiago Vega
Date Here Insert Name and Title of the Officer

personally appeared Manjit Samra

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Superior court of the State of CA Case No 34-2014-0017

Document Date: _____ Number of Pages: 5 1252

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☒ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

DATED: November __, 2016

AG-SEEDS UNLIMITED

By: _____

Title: _____

APPROVED AS TO FORM AND CONTENT:

DATED: November __, 2016

LAW OFFICES OF NOEL KNIGHT

By:  _____
NOEL KNIGHT, Attorneys for Debtor
P&M Samra Land Investments, LLC


DATED: November __, 2016

SERLIN & WHITEFORD, LLP

By: _____
MARK A. SERLIN, Attorneys for Creditor
Ag-Seeds Unlimited

DATED: November 23, 2016

AG-SEEDS UNLIMITED

By: 
Title: CFO / Operations Manager

APPROVED AS TO FORM AND CONTENT:


DATED: November __, 2016

LAW OFFICES OF NOEL KNIGHT

By: _____
NOEL KNIGHT, Attorneys for Debtor
P&M Samra Land Investments, LLC

DATED: November 23, 2016

SERLIN & WHITEFORD, LLP

By: 
MARK A. SERLIN, Attorneys for Creditor
Ag-Seeds Unlimited

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of SACRAMENTO)
 On 11/23/16 before me, SARAH TAPLEE, Notary Public,
 Date Here Insert Name and Title of the Officer
 personally appeared KEVIN D. SMITH
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature S. Tarplee
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
 Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

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700 E Street
Sacramento, CA 95814
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Facsimile: (916) 446-0791
Email: mserlin@globelaw.com

Attorneys for Plaintiff
AG-SEEDS UNLIMITED

SUPERIOR COURT OF THE STATE CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

AG-SEEDS UNLIMITED,

Plaintiff,

vs.

PAUL SAMRA, MANJIT SAMRA,
SUHKDEEP GILL, P&M SAMRA LAND
INVESTMENTS, LLC, STONE LAKE
FARM ENTERPRISES, INC., NKS
FARMS, INC., AND DOES 1-20,
INCLUSIVE,

Defendants.

CASE NO. 34-2014-00171252
Unlimited Civil

**STIPULATION FOR ENTRY OF
JUDGMENT**

This stipulation for entry of judgment ("Stipulation") is entered into by and between plaintiff Ag-Seeds Unlimited ("Creditor") and defendants P&M Samra Land Investments, LLC ("P&M"), Stone Lake Farm Enterprises, Inc., NKS Farms, Inc., Paul Samra, Manjit Samra, and Sukhdeep Gill (collectively, "Debtors") as of November 18, 2016 as follows:

RECITALS

A. Creditor sued Debtors herein for various tort claims.

B. Creditor and Debtors wish to resolve their differences and therefore are entering into this Stipulation.

NOW THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Creditor and Debtors hereby agree as follows:

1. Stipulation for Judgment. Subject to the terms hereof, Creditor shall be entitled to obtain a judgment against Debtors, jointly and severally, in the principal amount of \$213,170.60 plus attorneys' fees and costs of \$17,855.25 for a total of \$231,025.85 plus interest thereon at the rate of ten percent (10%) per annum from and after November 18, 2016, less any payments actually received as of the date of any default hereunder but not including any payments which became the subject of a preference recovery action under 11 U.S.C. §547, California Code of Civil Procedure §1800 et seq., and/or substantially similar statutes, rules, or case authority. Creditor shall dismiss Sukhdeep Gill from this action without prejudice and she shall be relieved of all obligations hereunder upon receipt of the initial payment due under section 2 below.

2. Payments. Debtors shall make a payment to Creditor in the amount of \$20,000.00 on or before January 31, 2017. Debtors shall also make five (5) annual payments to Creditor of not less than \$30,000.00 each by December 15 of each year for five (5) consecutive years commencing in 2017. Notwithstanding any contrary provision contained herein, full payment of the foregoing shall be made under this section 2 not later than December 15, 2022.

3. Payment Instructions. The payments described herein shall be made payable to Ag-Seeds Unlimited and shall be sent to:

Mark A. Serlin
SERLIN & WHITEFORD, LLP
700 E Street
Sacramento, CA 95814

Debtors shall bear the risk of non-receipt. Any payment dates described herein shall mean the date by which the payment is to be received. There shall be no penalty for early payment in whole or in part the obligations of Debtors herein.

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1 4. Dismissal/Default. If Debtors fully and timely pay as set forth in section 2 above,
2 then Creditor shall dismiss the within action with prejudice and provide a release of attachment.
3 In the event that any payment required of Debtors hereunder is not fully and timely made, the
4 provisions of this section 4 shall apply:

5 A) Creditor may obtain a judgment in the amount set forth in section 1 above
6 upon ex parte application on five (5) business days' notice via fax/email to Debtors' counsel of
7 record herein, during which time Debtors may cure the default. Such judgment shall have the
8 same force and effect as if rendered after trial. The application for judgment need only be
9 supported by a declaration by Creditor or its attorney that a default by Debtors hereunder has
10 occurred and an accounting of all payments made, if any. Creditor may employ any and all means
11 of enforcing such judgment, including but not limited to appointment of a receiver, which may be
12 done on an ex parte basis, without bond. Such remedies may be pursued by Creditor concurrently
13 or in any order as Creditor may deem fit in its sole and absolute discretion.

14 B) All expenses of actions taken to enforce such judgment following default
15 hereunder, including but not limited to attorneys' fees and costs incurred by Creditor, shall be
16 added to and collected pursuant to the judgment. Said expenses may be added to the judgment
17 by way of supplemental cost bill(s).

18 5. Counterparts. This Stipulation may be executed in one or more counterparts,
19 each of which shall be deemed an original, but all of which together shall constitute one and the
20 same instrument. All signatures hereon must be notarized.

21 6. Security. As security for Debtors' obligations hereunder, P&M consents to an
22 attachment lien on the real property located at 4604 Garden Highway, Nicolaus, California 95659
23 (the "Property") in favor of Creditor. Debtors specifically shall stipulate to a right to attach order
24 and order for issuance of writ of attachment in the form attached hereto as Exhibit A.
25 Notwithstanding any contrary provision contained herein, upon the sale, transfer, encumbrance,
26 mortgage, or pledge of the Property, or any part thereof, whether voluntarily or involuntarily, all
27 sums due hereunder shall be immediately due and payable without notice or demand.

28 //

1 7. No Third Party Beneficiaries/Miscellaneous. This agreement is solely for the
2 benefit of Debtors and Creditor, and there are no third party beneficiaries. Debtors specifically
3 waive the right to modify, reduce, or appeal from any judgment entered pursuant to the terms
4 hereof. Debtors specifically agree that in any bankruptcy or insolvency proceeding involving
5 Debtors, or either of them, Creditor's claim in such proceeding shall be the amount set forth in
6 section 1 above. This Stipulation is the full and final agreement between the parties and
7 supersedes all other negotiations and agreements between Debtors and Creditor. No
8 modification, alteration, or waiver of any of the terms of this Stipulation shall be valid unless in
9 writing and signed by both Debtors and Creditor. This Stipulation represents an accord and
10 satisfaction, and the terms hereof have been negotiated and shall be specifically enforceable as
11 such. The parties hereto shall execute and deliver such other and further documents as may be
12 necessary or helpful to consummate the transactions contemplated hereby. Each person signing
13 this Stipulation on behalf of an entity represents and warrants that (s)he has the requisite power
14 and authority to bind such entity to the terms and provisions of this Stipulation.

15 8. No Filing Until Default. This Stipulation shall not be filed absent a default by
16 Debtors hereunder.

17 IT IS SO STIPULATED:

18 DATED: November 23, 2016

AG-SEEDS UNLIMITED

19

20

21

By: K. B. A.

Title: CFO/Operations Manager

22 DATED: November __, 2016

23

PAUL SAMRA, individually

24 DATED: November __, 2016

25

MANJIT SAMRA, individually

26 DATED: November __, 2016

27

SUKHDEEP GILL, individually

28 //

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Sacramento)
 On 11/23/2016 before me, Sarah Tarplee, Notary Public,
 Date Here Insert Name and Title of the Officer
 personally appeared Kevin D. Smith
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature S. Tarplee
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
 Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

1 DATED: November __, 2016 P&M SAMRA LAND INVESTMENTS, LLC

2
3 By: _____

4 Title: _____

5 DATED: November __, 2016 STONE LAKE FARM ENTERPRISES, INC.

6
7 By: _____

8 Title: _____


9
10 DATED: November __, 2016 NKS FARMS, INC.

11 By: _____

12 Title: _____

13
14 APPROVED AS TO FORM:

15 DATED: November 23, 2016 SERLIN & WHITEFORD, LLP

16
17 By:  _____

18 MARK A. SERLIN, Attorneys for Plaintiff
AG-SEEDS UNLIMITED

19 DATED: November __, 2016 LAW OFFICES OF NOEL KNIGHT

20
21 By: _____
22 NOEL KNIGHT, Attorneys for Defendants
23 PAUL SAMRA, MANJIT SAMRA, P&M SAMRA
LAND INVESTMENTS, LLC, STONE LAKE
FARM ENTERPRISES, INC., NKS FARMS, INC.

24 DATED: November __, 2016 CAMERON LAW OFFICE

25
26 By: _____
27 ROBERT S. CAMERON, Attorneys for Defendant
SUKHDEEP GILL

28 S:\Active Files\AG-SEEDS\STEVE SAMRA FARMS\CONSPIRACY CASE\COURT DOCS\stip for entry of jmt.docx

1 DATED: November 28, 2016

P&M SAMRA LAND INVESTMENTS, LLC

2 *manjit*

3 By: *[Signature]*

4 Title: _____

5 DATED: November 28, 2016

STONE LAKE FARM ENTERPRISES, INC.

6 *manjit*

7 By: *[Signature]*

8 Title: _____

9 DATED: November __, 2016

NKS FARMS, INC.

11 By: *[Signature]*

12 Title: *for [Signature]*

14 APPROVED AS TO FORM:

15 DATED: November __, 2016

SERLIN & WHITEFORD, LLP

17 By: _____

MARK A. SERLIN, Attorneys for Plaintiff
AG-SEEDS UNLIMITED

19 DATED: November 27, 2016

LAW OFFICES OF NOEL KNIGHT

21 By: *[Signature]*

NOEL KNIGHT, Attorneys for Defendants
PAUL SAMRA, MANJIT SAMRA, P&M SAMRA
LAND INVESTMENTS, LLC, STONE LAKE
FARM ENTERPRISES, INC., NKS FARMS, INC.

24 DATED: November __, 2016

CAMERON LAW OFFICE

26 By: *[Signature]*

ROBERT S. CAMERON, Attorneys for Defendant
SUKHDEEP GILL

28 *Active File: AG-SEEDS STEVE SAMRA FARMS CONSPIRACY CASE COURT DOCS stip for entry of jmt.docx*

STIPULATION FOR ENTRY OF JUDGMENT

5

Ag-Seeds v. Samra, et al.
Case No. 34-2014-00171252

** All parties signing have
full authority to do so on behalf of
Debtor & Defendant*

1 Mark A. Serlin, CSBN: 122155
2 SERLIN & WHITEFORD, LLP
3 700 E Street
4 Sacramento, CA 95814
5 Telephone: (916) 446-0790
6 Facsimile: (916) 446-0791
7 Email: mserlin@globelaw.com

8 Attorneys for Plaintiff
9 AG-SEEDS UNLIMITED

10
11 SUPERIOR COURT OF THE STATE CALIFORNIA
12
13 FOR THE COUNTY OF SACRAMENTO

14 AG-SEEDS UNLIMITED,) CASE NO. 34-2014-00171252
15) Unlimited Civil
16 Plaintiff,)
17)
18 vs.) STIPULATION FOR ISSUANCE OF
19) RIGHT TO ATTACH ORDER AND
20) ORDER FOR ISSUANCE OF WRIT OF
21) ATTACHMENT
22 PAUL SAMRA, MANJIT SAMRA,)
23 SUKHDEEP GILL, P&M SAMRA LAND)
24 INVESTMENTS, LLC, STONE LAKE)
25 FARM ENTERPRISES, INC., NKS)
26 FARMS, INC., AND DOES 1-20,)
27 INCLUSIVE,)
28 Defendants.)

29
30 This stipulation for issuance of a right to attach order and order for issuance of writ of
31 attachment is entered into by and between plaintiff Ag-Seeds Unlimited (the “Creditor”) and
32 defendant P&M Samra Land Investments, LLC (“P&M”), acting by and through their counsel of
33 record, as follows:

34 **RECITALS**

35 A. The parties hereto have entered into a stipulation for entry of judgment. In
36 connection with that stipulation, the parties agreed to a stipulated right to attach order and order
37 for issuance of attachment in favor of the Creditor against certain real property owned by P&M.

1 NOW THEREFORE, Creditor and P&M hereby agree as follows:

2 1. The Creditor may obtain a right to attach order and order for issuance of attachment
3 in the form attached hereto as Exhibit 1 from the Court and may proceed to attach the real property
4 commonly known as 4604 Garden Highway Road, Nicolaus, California 95659.

5 IT IS SO STIPULATED:

6 DATED: November 23, 2016

SERLIN & WHITEFORD, LLP

7
8 By:


MARK A. SERLIN, Attorneys for Plaintiff
AG-SEEDS UNLIMITED

10
11 DATED: November ____, 2016

LAW OFFICES OF NOEL KNIGHT

13
14 By:

NOEL KNIGHT, Attorneys for Defendant
P&M SAMRA LAND INVESTMENTS,
LLC

15
16
17
18
19
20
21
22
23 S:\Active Files\AG-SEEDS\STEVE SAMRA FARMS\CONSPIRACY CASE\COURT DOCS\stip for right to attach order.docx

1 NOW THEREFORE, Creditor and P&M hereby agree as follows:

2 1. The Creditor may obtain a right to attach order and order for issuance of attachment
3 in the form attached hereto as Exhibit 1 from the Court and may proceed to attach the real property
4 commonly known as 4604 Garden Highway Road, Nicolaus, California 95659.

5 IT IS SO STIPULATED:

6 DATED: November ___, 2016

SERLIN & WHITEFORD, LLP

7
8 By: _____
9 MARK A. SERLIN, Attorneys for Plaintiff
10 AG-SEEDS UNLIMITED

11 DATED: November ___, 2016

LAW OFFICES OF NOEL KNIGHT

12
13 By: _____
14 NOEL KNIGHT, Attorneys for Defendant
15 P&M SAMRA LAND INVESTMENTS,
16 LLC

17
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23 S:\Active Files\AG-SEEDS\STEVE SAMRA FARMS\CONSPIRACY CASE\COURT DOCS\stip for right to attach order.docx

FOR COURT USE ONLY

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AT-120

SHORT TITLE: Ag-Seeds Unlimited v. Paul Samra, et al.	CASE NUMBER: 34-2014-00171252
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ORDER

3. THE COURT ORDERS

a. Plaintiff has a right to attach property of defendant (name): P&M Samra Land Investments, LLC

in the amount of: \$170,000.00

b. ☐ The property described in items 2g(1) and 2h(1) of the findings is exempt and shall not be attached.

c. The clerk shall issue ☒ a writ of attachment ☐ an additional writ of attachment in the amount stated in item 3a

☐ forthwith ☒ upon the filing of an undertaking in the amount of: \$10,000.00

(1) ☒ for any property of a defendant who is not a natural person for which a method of levy is provided* limited to below described property.

(2) ☐ for the property of a defendant who is a natural person that is subject to attachment under Code of Civil

Procedure section 487.010 described as follows (specify):

* Real property commonly known as 4604 Garden Highway, Nicolaus, California 95659

(3) ☐ for the property covered by a bulk sales notice with respect to a bulk transfer by defendant or the proceeds of sale of such property, described as follows (specify):

(4) ☐ for plaintiff's pro rata share of proceeds from an escrow in which defendant's liquor license is sold. The license number is (specify):

d. ☐ Defendant shall transfer to the levying officer possession of

(1) ☐ any documentary evidence in defendant's possession of title to any property described in item 3c;

(2) ☐ any documentary evidence in defendant's possession of debt owed to defendant described in item 3c;

(3) ☐ the following property in defendant's possession (specify):

NOTICE TO DEFENDANT: FAILURE TO COMPLY WITH THIS ORDER MAY SUBJECT YOU TO ARREST AND PUNISHMENT FOR CONTEMPT OF COURT.

e. ☐ Other (specify):

f. Total number of boxes checked in item 3: 3

Date:

JUDICIAL OFFICER

**SERLIN &
WHITEFORD, LLP**
ATTORNEYS AT LAW

700 E Street
Sacramento, CA 95814

Telephone (916) 446-0790
Telecopier (916) 446-0791

Mark A. Serlin
mserlin@globelaw.com

Kevin P. Whiteford
kwhiteford@globelaw.com

October 12, 2017

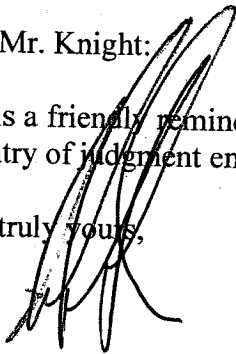
Noel Knight
LAW OFFICES OF NOEL KNIGHT
800 J Street, Suite 441
Sacramento, CA 95814

Re: **Ag-Seeds Unlimited v. Paul Samra, et al.**
Sacramento County Superior Court Case No. 34-2014-00171252

Dear Mr. Knight:

This is a friendly reminder that the first annual payment of \$30,000.00 pursuant to the stipulation for entry of judgment entered into by the parties in this matter is due by December 15, 2017.

Very truly yours,


MARK A. SERLIN

MAS/ms

S:\Active Files\AG-SEEDS\STEVE SAMRA FARMS\CONSPIRACY CASE\CORRES\knight.ltr3.docx

Mark Serlin

From: Mark Serlin <mserlin@globelaw.com>
Sent: Monday, December 18, 2017 2:25 PM
To: Noel Knight (lawknight@hotmail.com)
Subject: Ag-Seeds v. Samra, et al.

The payment due on December 15, 2017 under the forbearance agreement and stipulation for judgment was not made. Your clients are thus in default under those agreements. We will apply for judgment unless the default is cured within 5 calendar days as per the stipulation. Nothing contained herein shall be construed as a waiver of any rights and remedies of my client under any of the agreements now in place.

Mark Serlin